

contract shall have been given to either of the Contractors, or left for them as hereinafter mentioned, the Contractors shall give notice in writing to the Government that they require that the question whether there was such a great or habitual non-observance or non-performance of this contract on the part of the Contractors as to justify the Government in determining the same shall be referred to arbitration, then such question shall be determined by arbitration in the manner hereinafter provided with regard to differences arising between the Government and the Contractors. In case the arbitrator or arbitrators, or the umpire, shall at any time or times decide that the Government were not justified in determining this contract, the Government shall have and be entitled from time to time to exercise the power hereinbefore given to them to determine this contract as fully and effectually as if they had not on any previous occasion or occasions attempted to exercise such power; and the Contractors shall not be entitled to any compensation in respect of the attempted determination of this contract, or any loss, damages, or expenses which may be incurred by the Contractors by reason thereof, if the attempt to determine the same shall not be upheld by the arbitrators.

76. The Government may, if they think fit, except from any such determination any voyage or voyages; and if any ship or ships should have started before the determination of this contract, or before the masters or commanders thereof could have received the news of such determination, or should, after the determination, start on any voyage or voyages so excepted as aforesaid, the voyage or voyages shall be continued and performed as if this contract had remained in force with regard to any such ship or ships; and, with respect to the same, this contract shall be considered as having terminated only when the same shall have reached the port or ports of final destination.

77. All notices or directions which are hereby authorized to be given to the Contractors, their officers, servants, or agents, may be delivered to the master or commander of any of the said ships or other officer or agent of the Contractors in the charge or management of any ships employed in the performance of this contract on board such ships, or left for the Contractors on board such ship, or at either of the offices or houses of business in London or in New Zealand of the Contractors or their agents or agent, and any notices or directions so given or left shall be binding on the Contractors: Provided always that any notice of the determination of this contract shall be given to the Contractors or left for them at their last known office or place of business in London or New Zealand, if any, as the Government may think fit.

78. It shall be lawful for the Government at any time and from time to time to delegate all or any of the powers vested in them by virtue of this contract to such person or persons as they may think fit.

79. If the Contractors shall fail to commence the performance of the services hereby contracted to be by them performed according to the provisions hereof, or, having commenced the same, shall refuse or wilfully neglect to carry on the same according to the true intent and meaning of these presents, they shall forfeit and pay to the said Government the sum of ten thousand pounds as and by way of liquidated damages, and not by way of penalty.

80. All and every the sums of money hereby stipulated to be paid by the Contractors, whether to the Government or to any passengers, shall be considered as liquidated or ascertained damages due to the Government, whether any damage or loss shall have or shall not have been sustained, and may be set off by the Government against any moneys payable to the Contractors under or by virtue of these presents, or may be enforced as a debt due with full costs of suit at their discretion: Provided always that the payment by the Contractors of any sums of money for any neglect or default in the observance or performance of the covenants or agreements herein contained shall not in any manner prejudice the rights of the Government to treat such defaults as a non-observance or non-performance of this contract on the part of the Contractors, or disentitle the Government to determine this contract under Clause No. 75 of these presents on account of any such default, it being hereby expressly agreed that the performance of the service hereby contracted to be performed within the times mentioned in Clause No. 6 of these presents shall be deemed and held to be the essence of this contract.

81. The Contractors shall, with two sureties to be approved by the Agent-General, jointly and severally enter into a bond in the penal sum of ten thousand pounds, conditioned for the due and faithful performance of the covenants and agreements on the part of the Contractors herein contained, according to a draft or form already agreed upon; and in case from time to time either of the sureties executing any bond given as hereby required shall die, or be adjudicated a bankrupt, or file a petition for liquidation or arrangement with his creditors, or his estate shall be sequestered, then the Contractors shall and will from time to time execute and procure to be executed by the other surety or sureties, as the case may be, and a new surety to be approved as aforesaid, another similar bond in substitution of the one then in force.

82. If any dispute, question, difference, or controversy shall arise between the Government and the Contractors touching these presents, or any clause or thing herein contained, or the construction thereof, or any matter in any way connected with these presents, or the operation hereof, or the rights, duties, or liabilities of the Government or of the Contractors in connection with the premises, then, and in every or any such case, the matter in difference shall be referred to arbitration in manner hereinafter mentioned; and the award of the Arbitrator or the Arbitrators, or the Umpire, appointed as hereinafter mentioned, as the case may be, shall be binding and conclusive in every respect.

83. Unless the Government and the Contractors shall concur in the appointment of a single Arbitrator, each party, on the request of the other party, shall nominate and appoint an Arbitrator, to whom such dispute, question, difference, or controversy shall be referred; and such appointment shall be made in duplicate, and be delivered, one part to the other party, and the other part to the Arbitrator on the part of the party by whom the same shall be made; and after any such appointment shall have been made neither party shall have power to revoke the same without the consent of the other, nor shall the death of either party operate as a revocation; and if for the space of fourteen days after any such dispute shall have arisen, and after a request in writing by the one party to the other party to appoint an Arbitrator, in which request shall be stated the matters required to be referred to arbitration, shall have been served upon the Government, or given to either of the Contractors, or left for them at their last known office or place of business in London or in New Zealand (if any), as the case